EPA Region 10 Superfund Twin City Fire insurance Company A Munibur of the Hartford Hoursines Group Hartford Plaza, Hartford, Connecticut 96115 Releasable Co. Code The MISURER shall be the Company as designated herein by Co. Code: TXS 101311 Date: 10/23/09, 11/20/09 POLICY NO. DECLARATIONS OZX 11641 MONSANTO COMPANY, ETAL. Document: 876126, 877719 800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167 4/1/82 4/1/83 To y's Heme and Address 12:01 A.M., standard time at the address of the first named insured as Producer's Code 07082 THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116 Notice of cancellation by the company: 50 3. Premium: \$ 20,937.50 which is CKFlet Charge, Policy Period Adjustable, Per Premium Computation Endorsement Not subject to adjustment in the event of cancellation. 4. Limits of Linbiller The limits of the company's liability under this policy shell, subject to all the terms of the policy relating thereto, be as follows: A) \$5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE B) \$5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE S. Total Limits of Lintellty - All Underlying Incurance Policies THOMAS E-SEARS INC. INSURANCE - REINBURANCE STATE SOCIALS OF SEE ATTACHED BOSTON, MASS. 02116 cruiting Underlying Incurance Polley This policy shall follow the terms, contillions, definitions and sucketions of the controlling underlying insurance colley if LONDON 7. Form numbers of endorsements forming part of this policy at is 20, 34, 76a, 86, 38, 70, 72 Form Lasez (TC 4/81)Phrase in U.S.A. (NS) Authorized A

Excess Liability Policy

Policy Provisions - Part 1 Form 6202 (TC 4/81)

Twin City Fire Insurance Company
A Member of the Hartford Insurance Group
Hartford Plaza, Hartford, Connecticut 06115

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

in consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excass of underlying insurance stated in item 5 of the declarations, but not in excass of the company's limits of liability stated in item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigation, defense or settlement of any claim or suit against the insured, but the company shall have the right and shall be given the opportunity to associate with the insured or its underlying insurers, or both, in the investigation, defense or settlement of any claim or suit which, in the opinion of the company, involves or appears reasonably likely to involve the company (If the company avails itself of such right and opportunity, the insured, its mixers and the company shall cooperate in such matters so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excass of underlying insurance without the approval of the company.

Subject to the above provision, costs incurred by the insured shall be borne as follows:

- (a) all costs incurred by the Insured without the written consent of the company shall be borne by the Insured;
- (b) if a claim or suit is settled for not more than the limits of underlying insurance, no ocets shall be payable by the company;
- (c) If the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company. If it approves such settlement or consents to the continuation of the proceedings, shall commission to the coets incurred by the insured in the proportion which the amount of ultimate net lose as thally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests.
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this pokey, plus the cost and expense of such appeal.
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to continute thereto but the underlying insurers elect to appear such judgment, the duty of obtaining an appear bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an Insured under this policy to the extent set forth below.

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurence policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits therent.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) dams made or suits brought, the company's liability is limited as follows.

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have deen held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforced by this policy applies with respect to sach occurrence only for limits of limitity in excess of the amounts afforced for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurancest or.
 - (ii) if aggregate limits of liability are specifically stated in both items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's Hability shall be the quota share percentage so stated of all utilimate net feas to which this policy applies which is in excess of underlying ineurance, up to the limits so stated
- (c) If the limits of liability stated in item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net loss because of all occur-

Form 4202 (TC 4/81)

Page 1

poincy except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this purior. Faculty of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be hable only to the extent that it would have been hable had the first named insured complied therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3 Natice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4 Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the insured, the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured's liability, nor shall the company be implieated by the insured or his legal representative. Bankrupticy or insolvency of the insured or of the insured's estate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights

Recovenes shall be applied:

lirst, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's hability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests uncluding the insurad), with respect to which this insurance is excess, as are entitled to claim the residue, if any

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this pokey be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company

7 Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurence policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurance is afforded under this policy or the underlying insurance policies.

rences to which this policy applies shall not exceed the limit of liability stated in Item 4 of the declarations as aggregate

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof) $% \left(1\right) =\left\{ 1\right\} =\left\{$

"controlling underlying insurance policy" means the insurance policy designated as such in item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurence (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular less paid to counsel on general retainer."

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"Insured" means any person or organization qualifying as an insured in the Persons Insured provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's hability:

"named insured" means the first named insured and any other person or organization named in Item 1 of the deciarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimate net loss" means the total of all sums which the insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurence policy and to which this policy applies; but "ultimate net lose" shall not include (a) the amount of any recoveries. Salveges or other insurence (other than underlying insurence or insurance written specifically to apply in excess of this pokey), whether collectible or not, or (b) costs;

"underlying inaurance" means the primary or excess insurance policies contributing to the total limit stated in item 5 of the declarations including any deducibile amount, (insured's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert, (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

1 Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named insured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declara-

Form #202 (TC 4/81)

Page 2



Cancelistion

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by making to the company written notice starring when thereafter the cancellation shall be effective. This policy may be cancelled by the company by making to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The making of notice as alloresaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to making.

if the first named insured cancels, earned premium shall be

computed in accordance with the customary shor rate lables, but the company shall nevertheless be entitled to retain as parned premium shall be company cancels earned premium shall be computed trons if the company cancels earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unparned premium is not a condition of cancellation.

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the **first named insured** and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary, but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

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Form \$202 (TC 4/81)

Printed in U.S.A. (NS)

Page 3

SCHEDULE OF UNDERLYING INSURANCES MONSANTO COMPANY LAYERING

- \$ 5,000,000 EACH OCCURRENCE/AGGREGATE EXCESS PRIMARY LONDON
- \$13,507,611 EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/ . 2. AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE -LONDON
- \$ 1,492,389 EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE -MONSURE
- \$15,500,000 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE -NATIONAL UNION
- \$ 9,979,837 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE -LONDON
- \$ 2,520,163 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE -MONSURE
- \$ 3,000,000 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE -INTEGRITY
- \$ 6,257,295 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/ AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE -LONDON
- 742,705 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/ \$ 9. AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE -MONSURE
- \$ 5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/ 10. AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE -CAL UNION
- \$ 2,000,000 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/ 11. AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE -
- \$ 8,573,825 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/ 12. AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE -LONDON

PAGE 1 OF 2

Attached to and forming part of Policy No. TXS 101311

ISSUED TO:

MONSANTO COMPANY, ETAL.

DATED AT:

NEW YORK, NEW YORK

This__24TH

day of MARCH 19 82

SCHEDULE OF UNDERLYING INSURÂNCES MONSANTO COMPANY LAYERING

- 13. \$ 1,426,175 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE MONSURE
- 14. \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/ AGGREGATE NORTHBROOK
- 15. \$ 6,500,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/AGGREGATE NATIONAL UNION
- 16. \$ 6,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/
 AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE LEXINGTON
- 17. \$ 7,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/
 AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE TRANSIT
- 18. \$ 5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/
 AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE AMERICAN EXCESS
- 19. \$ 6,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/AGGREGATE = INA
- 20. \$ 4,010,638 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE LONDON
- 21. \$ 2,489,362 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/AGGREGATE MONSURE

PAGE 2 OF 2

Attached to and forming part of Policy No. TXS 101311 ISSUED TO: MONSANTO COMPANY, ETAL.

DATED AT: NEW YORK, NEW YORK

This 24TH day of MARCH 1982

IT IS HEREBY AGREED THAT THE FOLLOWING ENDORSEMENTS ARE DECLARED NULL AND VOID: #6, #7 REVISED, #8, #11 AND #12.

AT NEW YORK, NEW YORK

POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.
JOHN HANCOCK TOWER
200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116 6-8-82 jc 16

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MONS 157814

Price of Garage

IT IS UNDERSTOOD AND AGREED THAT ITEM #5 TOTAL LIMITS OF LIABILITY - ALL UNDERLYING INSURANCE POLICIES IS AMENDED TO READ AS FOLLOWS:

- A) \$58,000,000 EACH OCCURRENCE AND AGGREGATE WHERE APP-LICABLE EXCESS OF PRIMARY - POLICIES AND PARTICIPANTS ON SCHEDULE WITH THE COMPANY
- B) \$100,000,000 EACH OCCURRENCE AND AGGREGATE WHERE APP-LICABLE EXCESS OF PRIMARY - POLICIES AND PARTICIPANTS ON SCHEDULE WITH COMPANY.

APRIL 1, 1982 NEW YORK, NEW YORK

POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116

5-26-82 jс

15 REVISED

---- B6Z 300

IT IS UNDERSTOOD AND AGREED THAT ITEM #5 TOTAL LIMITS OF LIABILITY - ALL UNDERLYING INSURANCE POLICIES IS AMENDED TO READ AS FOLLOWS:

- A) \$58,000,000 CSL EXCESS OF PRIMARY POLICIES AND PART-ICIPANTS ON SCHEDULZ WITH THE COMPANY
- B) \$100,000,000 CSL EXCESS OF PRIMARY POLICIES AND PARTICIPANTS ON SCHEDULE WITH THE COMPANY.

THE SPECIAL DATE OF THIS ENGENOUS MEW YORK APRIL 1, 1982

ALL STREET TERMS AND CONSTITUTE REMAIN UNCHANGES.

THIS ENGOSPECHENT IS ATTACHED TO AND MADE APART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116

5-10-82 jc 15

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NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD5023 OF VARIOUS COMPANIES.

merte APRIL 1, 1982 . NEW YORK, NEW YORK ENGARGEMENT IS A PTACKED TO AND MADE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

BROVER AGENT THOMAS E. SEARS, INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS 4-21-82

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SCHEDULE OF UNDERLYING INSURANCES

MONSANTO COMPANY LAYERING

1.	\$ 5,000,000	EACH OCCURRENCE/AGGREGATE EXCESS PRIMARY - LONDON
2.	\$ 13,507,611	EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
3.	\$ 1,492,389	EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
4.	\$ 15,500,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - NATIONAL UNION
5.	\$ 9,700,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
6.	\$ 2,800,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
7.	\$ 8,000,000	EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
8.	\$ 2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
9.	\$ 5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22 000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - CAL UNION
10.	\$ 2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - INA
,11.	\$ 4,700,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - LONDON

APRIL 1, 1982 AT NEW YORK, NEW YORK ALL DIMES TERMS AND COMMITTENS GREAM WINES

THIS ENGENERATE A PROGRES TO AND MARK A SAME OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116 4/8/82 jc 13

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`.2. \$	5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - TWIN CITY
13. \$	3,300,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
14. \$	2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - PROTECTIVE NATIONAL
15. \$	3,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - AMERICAN CENTENNIAL
16. \$	5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - HUDSON
17. \$	10,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - LONDON & MONSURE

PAGE 2 OF 2

** APRIL 1, 1982

NEW YORK, NEW YORK

POLICY NUMBER TXS 10,1311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116 1/8/82 jc 13

4/8/82

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SACCHARIN PRODUCTS EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY WILL NOT APPLY TO LIABILITY ARISING OUT OF THE MANUFACTURE, DISTRIBUTION OR USE OF SACCHARIN PRODUCTS.

THE SPIRE THE BATE OF THIS CHARGES OF THE PRINT IS APRIL 1, 1982

ALL OTHER TERMS AND COMMITTEE SEMANS UNCHANGES.

THIS SPRENCE WELL OF A PLACEMENT IS APRIL 1, 1982

POLICY NUMBER TXS 101311

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

90STON MASSACHUSETTS 02116

MONSANTO COMPANY, ETAL.

PETROLEUM REFINING EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY ARISING OUT OF PETROLEUM REFINING.

THOUSE THE PROPERTY OF THE PRO

1. DEFINITION OF "NAMED INSURED"

A) MONSANTO COMPANY AND/OR SUBSIDIARIES, OWNED AND CON-TROLLED COMPANIES, HELD DIRECTLY OR INDIRECTLY, AS NOW OR HEREAFTER CONSTITUTED; AND ASSOCIATED AND AFF-ILIATED COMPANIES IN WHICH MONSANTO COMPANY HAS AN INTEREST EQUAL TO 50% OR LESS, EITHER DIRECTLY OR IN-DIRECTLY, BUT ONLY TO THE EXTENT OF MONSANTO COMPANY'S INTEREST.

NOTWITHSTANDING THE FOREGOING, THE NAME OF THE ASSURED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE JOINT VENTURE CLAUSE FORMING PART OF THIS POLICY.

- 2. MONSANTO COMPANY IS AUTHORIZED TO ACT IN BEHALF OF ALL INTERESTS INCLUDED AS NAMED ASSUREDS WITH RESPECT TO ALL MATTERS RELATING TO INSURANCE AFFORDED BY THIS INSURANCE, INCLUDING THE GIVING AND RECEIVING OF NOTICE OF CANCELLA-TION, THE PAYING OF PREMIUMS, AND RECEIVING OF RETURN PREMIUMS, IF ANY.
- 3. THE FOLLOWING ARE INCLUDED AS ASSUREDS HEREUNDER:
 - A) "M-E" AND EMERY INDUSTRIES, INC., BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY OR ARISING FROM THE MAINTENANCE AND USE OF THE PREMISES AT NITRO WEST VIRGINIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-EMERY AGREEMENT.
 - B) TOSCO CORPORATION BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT PLANTS JOINTLY OWNED BY MONSANTO COMPANY AND TOSCO CORPORATION AT AVON, CALIFORNIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-TOSCO AGREE-
 - C) CONTINENTAL OIL COMPANY (CONOCO) BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONSTRUCTION, MAINTENANCE, USE OR OPERATION OF THE JOINT VENTURE FACILITIES AT CHOCOLATE BAYOU BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAT THAT SPECIFIED IN THE MONSANTO-CONOCO AGREEMENT.

THE SPECTIVE BATE OF THIS CHAS APRIL 1, 1982 - NEW YORK, NEW YORK ALL OFFER TERMS AND CONDITIONS SENAM UNIT

This the desire with a state of and the a state of Policy Number TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

200 CALRENDON STREET BOSTON, MASSACHUSETTS 02116

4-20-82 jС REVISED

------ REI 200

IT IS FURTHER AGREED THAT EXCEPTION (7) OF THE BROAD AS PRIMARY RIDER SHALL NOT APPLY TO THIS JOINT VENTURE OPERATIONS, NOR SHALL THE JOINT VENTURE CLAUSE ATTACHED TO THIS POLICY APPLY WITH RESPECT TO THIS JOINT VENTURE.

D) SLAY BULK TERMINALS, INC. IS INCLUDED AS AN ADDITIONAL ASSURED HEREUNDER BUT ONLY WITH RESPECT TO THE LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT BARTON STREET AND SUBJECT TO THE LIMIT OF INSURANCE AS SPECIFIED IN THE BARTON STREET OPERATING AGREEMENTS.

THOMAS E. SEARS
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASS.
4-21-82 jc 10 REVISED

1. DEFINITION OF "NAMED INSURED"

A) MONSANTO COMPANY AND/OR SUBSIDIARIES, OWNED AND CONTROLLED COMPANIES, HELD DIRECTLY OR INDIRECTLY, AS NOW OR HEREAFTER CONSTITUTED: AND ASSOCIATED AND AFFILIATED COMPANIES IN WHICH MONSANTO COMPANY HAS AN INTEREST EQUAL TO 50% OR LESS, EITHER DIRECTLY OR INDIRECTLY, BUT ONLY TO THE EXTENT OF MONSANTO COMPANY'S INTEREST.

NOTWITHSTANDING THE FOREGOING, THE NAME OF THE ASSURED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE JOINT VENTURE CLAUSE FORMING PART OF THIS POLICY.

- 2. MONSANTO COMPANY IS AUTHORIZED TO ACT IN BEHALF OF ALL INTERESTS INCLUDED AS NAMED ASSUREDS WITH RESPECT TO ALL MATTERS RELATING TO INSURANCE AFFORDED BY THIS INSURANCE, INCLUDING THE GIVING AND RECEIVING OF NOTICE OF CANCELLATION, THE PAYING OF PREMIUMS, AND RECEIVING OF RETURN PREMIUMS, IF ANY.
- 3. THE FOLLOWING ARE INCLUDED AS ASSUREDS HEREUNDER:
 - A) "M-E" AND EMERY INDUSTRIES, INC., BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY OR ARISING FROM THE MAINTENANCE AND USE OF THE PREMISES AT NITRO WEST VIRGINIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-EMERY AGREEMENT.
 - B) TOSCO CORPORATION BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT PLANTS JOINTLY OWNED BY MONSANTO COMPANY AND TOSCO CORPORATION AT AVON, CALIFORNAI BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-TOSCO AGREEMENT.
 - C) CONTINENTAL OIL COMPANY (CONOCO) BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONSTRUCTION, MAINTENANCE, USE OR OPERATION OF THE JOINT VENTURE FACILITIES AT CHOCOLATE BAYOU BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-CONOCO AGREENENT.

CONTINUED ON PAGE 2

THE STREET-IVE BATE OF THIS CHARGESTON APRIL 1, 1982 AT NEW YORK, NEW YORK ALL OTHER TERMS AND COMMITTEES COMM

THE EMPOREMENT IN AVVACIOUS TO AMP CAME A PAST OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

HONS 157824

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IT IS FURTHER AGREED THAT EXCEPTION (7) OF THE BOARD AS PRIMARY RIDER NOT APPLY TO THIS JOINT VENTURE OPERATIONS, NOR SHALL THE JOINT VENTURE CLAUSE ATTACHED TO THIS POLICY APPLY WITH RESPECT TO THIS JOINT VENTURE.

(D) SLAY BULK TERMINALS, INC. IS INCLUDED AS AN ADDITIONAL ASSURED HEREUNDER BUT ONLY WITH RESPECT TO THE LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT BARTON STREET AND VICTOR STREET TERMINALS, AND SUBJECT TO THE LIMIT OF INSURANCE AS SPECIFIED IN THE BARTON STREET AND VICTOR STREET OPERATING AGREEMENTS.

PAGE 2 OF 2

APRIL 1, 1982

ALL CYCLE VERMS AND COMPANY POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.
JOHN HANCOCK TOWFR
200 CLARENDON STREET
BOSTON, MASSACHUSETTS 02116

Date of 19846 3/24/82 W mm 100

IT IS HEREBY AGREED THAT SLAY BULK TERMINALS IS DELETED AS AN ADDITIONAL INSURED ONLY AS RESPECTS THE VICTOR STREET TERMINAL.

THE COPECTIVE BATE OF THIS SHEEDSCHOOL APRIL 1, 1982

ALL GOING TENNS AND COMMITTEES REMAINS AND CAME A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.
JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116
3/24/82 mn 9

PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO LIABILITY ARISING OUT OF CLAIMS MADE FOR BODILY INJURY, SICKNESS, DISEASE, DISABILITY OR SHOCK INCLUDING DEATH AT ANYTIME RESULTING THEREFROM DUE TO THE RENDERING OF OR FAILURE TO RENDER AND PROFESSIONAL SERVICE.

APRIL 1, 1982 THE EFFECTIVE DATE OF THIS ENGORGEMENT IS

NEW YORK, NEW YORK

ALL OTHER TERMS AND COMBITIONS REMAIN UNCHANGES.

POLICY NUMBER TXS 101311 This endorsement is attached to and made a part of

ISSUED TO

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS

ADDRESS

02116

DATE OF ISSUE

3/24/82

mn

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SLP 0000 PRINTED IN U.S. BSI 200

HONS 157827

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PRODUCTS RECALL EXCLUSION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF DAMAGES CLAIMED FOR THE WITHDRAWAL, INSPECTION REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR OF ANY PROPERTY OF WHICH SUCH PRODUCTS OR WORK FORM A PART, IF SUCH PRODUCTS, WORK OR PROPERTY ARE WITHDRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUSPECTED DEFECT OR DEFICIENCY THEREIN.

ALL OTHER TERMS AND CONSTITUTE COMMENT WINDSHAMEN	NEW TORK, NEW TORK
This the second wall is a Tracket to and made a Part of POLICY NUMBER T	xs 101311
MONSANTO COMPANY, ETAL.	2 1
THOMAS E. SEARS, INC.	
JOHN HANCOCK TOWER 200 CLARENDON STREET	111111111111111111111111111111111111111
BOSTON, MASSCHUSETTS 02116 4-20-82 ic 7 REVISED	and the state of t
	1:

PRODUCTS RECALL EXCLUSION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF DAMAGES CALIMED FOR THE WITHDRAWAL, INSPECTION REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR OF ANY PROPERTY OF WHICH SUCH PRODUCTS OR WORK FORM A PART, IF SUCH PRODUCTS, WORK OR PROPERTY ARE WITHDRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUSPECTED DEFECT OR DEFICIENCY THEREIN.

THE EFFECTIVE DATE OF THIS ENGORSEMENT IS APRIL 1, 1982

AT NEW YORK, NEW YORK

all other terms and conditions remain unchanged.

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

BROKER/AGENT: THOMAS E. SEARS INC.
JOHN HANCOCK TOWER

ADDRESS 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116

DATE OF ISSUE: 3/24/82 BY MIN END, No. 7

EXPLOSION HAZARD EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO PROPERTY DAMAGE LIABILITY ARISING OUT OF EXPLOSION.

"EXPLOSION" MEANS BLASTING OR EXPLOSION OTHER THAN:

- a) EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT;
- b) OPERATIONS PERFORMED FOR THE INSURED BY INDEPENDENT CONTRACTORS, OR
- c) LIABILITY INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, OR"
- d) LIABILITY INCLUDED WITHIN THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR
- e) LIABILITY ASSUMED BY THE INSURED UNDER CONTRACT.

THE EPPECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1982 AT NEW YORK NEW YORK ALL OTHER TERMS AND COMDITIONS REMAIN UNCHANGED.
THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311

ISSUED TO.

MONSANTO COMPANY, ETAL.

EN/AGEN

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

200 CALRENDON STREET BOSTON, MASSACHUSETTS 02116

DATE OF ITTUE

3/24/82

, mn

Fun. No.

0

AND MORE PRINTED IN U.S.A. BSI 200 (38)

IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NOTICE OF CANCELLATION AS STATED IN THE POLICY DECLARATIONS IS AMENDED TO READ SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS.

APRIL 1, 1982 AT NEW YORK, NEW YORK

POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL. HERVER TO

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

200 CLARENDON STREET BOSTON, MASSACHUSETTS

3/24/82 mn

----- BSI 200

SEEPAGE & POLLUTION ENDORSEMENT CLAUSE

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

1. SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISFERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

NEW YORK, NEW YORK

THE SPECIAL DATE OF THE CHARGE STRAIN INCREASES.

THE SPECIAL DATE OF THE CHARGE STRAIN INCREASES.

POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116

3/24/82 mn 4

--- --- --- --- REI 200 (86)

1

PUNITIVE DAMAGES LIMITATION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY FOR PUNITIVE OR EXEMPLARY DAMAGES UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

THE BATE OF THIS CHASSISSING APRIL 1, 1982

. NEW YORK, NEW YORK

All other terms and conditions demand unchanges.
This encongenent is attached to and made a part of

POLICY NUMBER TXS 101311

ISRUER TO

MONSANTO COMPANY, ETAL.

BROKEN/AGE

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET

Assets

BOSTON, MASSACHUSETTS 02116

DATE OF IGEUE

3/24/82 BV mm KNO. No.

EMPLOYEE RETIREMENT AND INCOME SECURITY ACT EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT ABOUT AS A RESULT OF ANY VIOLATION OF ANY RESPONSIBILITIES, OBLIGATIONS OR DUTIES IMPOSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO.

THE EFFE	CTIVE DAT	E OF THIS EN	DORSEMENT I	S APRIL 1.	1982		-
AT	NEW YORK.	NEW YORK			*		
		ND CONDITION					
THIS END	ORSEMENT	IS ATTACHED	TO AND MADE	A PART OF	POLICY	NUMBER	rxs 101311
ISSUED T	0:	MONSANTO CO	MPANY, ETAL	•			
BROKER/A	GENT:	THOMAS E. S	EARS INC.				
		JOHN HANCOC			•		
ADDRESS:		200 CLAREND	ON STREET				
		BOSTON, MAS	SACHUSETTS	02116		1 /	ill and -
DATE OF	ISSUE:	3/24/82	BY: mm	END. NO.:_	2 / .	wer	
•		i.				-	00

BSIS - 180 (7/70)

CANCELLATION FOR NON-PAYMENT OF PREMIUM

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the company, or by Baccala & Shoop Insurance Services, in their behalf, for nonpayment of any unpaid portion of the premium by delivering to the insured or by sending to the insured by mail, registered or unregistered, at the insured's address as shown herein, not less than ten days written notice stating when the cancellation shall be effective.

All other terms and conditions remain unchanged.

The effective date of this endorsement is: APRIL 1, 1982

This endorsement is attached to and made a part of Policy No. TXS 101311

Issued To:

MONSANTO COMPANY, ETAL.

Broker/Agent:

THOMAS E. SEARS INC.

Address:

JOHN HANCOCK TOWER

200 CLARENDON STREET BOSTON, MASSACHUSETTS

Date of Issue:

MARCH 24, 1982

END. No:

Baccala & Shimp Insurance Services

BS 15 34

PART 2 This Declarations page, with "POLICY PROVISIONS — Part 1," Form TC 6292, and any endorsements, issued to farm a part thereof, completes the below numbered Excess Liability Policy.

vin City Fire Insurance Company A Member of the Harterd Insurance Greuk Lautford Plaza, Hartford, Connecticut 06115			- 37	
The INSURER shall b	e the Company	o. Code	POLICY NO.	TVC 101011
na designated herein	Previous Policy	7	(TXS 101311
ECLARATIONS	OZX 116		MONEANING GO	11 T T T T T T T T T T T T T T T T T T
rms First Named Insured and Address	L OAN TTO	41	NONSANTO CL	OMPANY, ETAL. LINDBERGH BLVD.
				MISSOURI 63167
				To 4/1/83
Producer's Name and Address	Producer's Co			me at the address of the first named ingured
Lifetines 9 lemma min same one	07082		stated herein.	
THOMAS E. SEARS INC				
JOHN HANCOCK TOWER				
200 CLARENDON STREE			•	
BOSTON, MASSACHUSET	rs 02116	-	Notice of cancellation	t by the company: <u>60</u> days.
Premium: \$ 20,937.50 whi	ch is CXFlat Char	pe, Policy F	eriod	
	Adjustable	, Per Prem	lum Computation Endorse	ment
Minimum Fromium S	Not subject to	sdjustment	in the event of cancellati	on.
Limits of Liability				
The limits of the company's liability unde	• • •	•	•	•
\$5,000,000 EACH OCCU AGGREGATI	JRRENCE/AGO E EXCESS OF	GREGAT F \$58,	E P/O \$22,000 000,000 EACH	,000 EACH OCCURRENCE/ OCCURRENCE/AGGREGATE
\$5,000,000 EACH OCC	IRRENCE/AG	TREGAT	E P/O \$40.000	,000 EACH OCCURRENCE/
AGGREGATI	EXCESS O	\$100	,000,000 EACH	OCCURRENCE/AGGREGATE
Total Limits of Liability — All Under	ying insurance Po	icies		
			[]	THOMAS E · SEARS ·IN
			_	INSURANCE - REINSURANCE
			•	REWOT NOONAH HHDL
		SEE	ATTACHED	BOSTON, MASS. 02116
	•		_	55515.11 114153. 52116
•				
				•
				•
Controlling Underlying Insurance Poli This policy shall follow the terms, conditi	•	exclusions	of the controlling underly	ing insurance policy #
leaund by LONDON				
Form numbers of endorsements form	ing part of this pe	Hoy at ine		
		,	==:	
•				
20 34 76= 96 29	70 72			
20, 34, 76a, 86, 38,	10, 14			
02 (TC 4/81)Printed in U.S.A. (NS)		Co	untersigned by	
and the about the second that		-	Auth	orized Agent

SCHEDULE OF UNDERLYING INSURANCES

MONSANTO COMPANY LAYERING

- 1. \$ 5,000,000 EACH OCCURRENCE/AGGREGATE EXCESS PRIMARY LONDON
- . \$13,507,611 EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE LONDON
- 3. \$ 1,492,389 EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE MONSURE
- 4. \$15,500,000 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE NATIONAL UNION
- 5. \$ 9,979,837 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE LONDON
- 6. \$ 2,520,163 EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE MONSURE
- 7. \$ 3,000,000 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE INTEGRITY
- \$ 6,257,295 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE = LONDON
 \$ 6,257,295 EACH OCCURRENCE/AGGREGATE = LONDON
- 9. \$ 742,705 EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE MONSURE
- 10. \$ 5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE CAL UNION
- 11. \$ 2,000,000 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE INA
- 12. \$ 8,573,825 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE LONDON

PAGE 1 OF 2

Attached to	and forming part of Police	y No. TXS	101311	
**************************************	MONSANTO COMPANY, ETAL. NEW YORK, NEW YORK			
Tis 24TH	day of MARCH	19 82	Ву	•

SCHEDULE OF UNDERLYING INSURANCES MONSANTO COMPANY LAYERING

- \$ 1,426,175 EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/ 13. AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE ~ MONSURE \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE / AGGREGATE - NORTHBROOK \$ 6,500,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ 15. AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -NATIONAL UNION \$ 6,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ 16. AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -LEXINGTON \$ 7,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ 17. AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -TRANSIT \$ 5,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ 18. AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -AMERICAN EXCESS \$ 6,000,000 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/ 19. AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -INA
- 21. \$ 2,489,362 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/
 AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE MONSURE

20.

LONDON

\$ 4,010,638 EACH OCCURRENCE/AGGREGATE P/O \$40,000,000 EACH OCCURRENCE/

AGGREGATE EXCESS OF \$100,000,000 EACH OCCURRENCE/AGGREGATE -

PAGE 2 OF 2

	and forming part o		101311	
ISSUED TO:	MONSANTO COMPANY, E	PAL.		
DATED AT:	NEW YORK, NEW YORK			
Tr 24TH	day of MARCH	19 82	Bv	•

IT IS UNDERSTOOD AND AGREED THAT ITEM #5 TOTAL LIMITS OF LIABILITY - ALL UNDERLYING INSURANCE POLICIES IS AMENDED TO READ AS FOLLOWS:

- A) \$58,000,000 EACH OCCURRENCE AND AGGREGATE WHERE APP-LICABLE EXCESS OF PRIMARY - POLICIES AND PARTICIPANTS ON SCHEDULE WITH THE COMPANY
- B) \$100,000,000 EACH OCCURRENCE AND AGGREGATE WHERE APP-LICABLE EXCESS OF PRIMARY - POLICIES AND PARTICIPANTS ON SCHEDULE WITH COMPANY.

THE BATE OF THIS ENDOSCHONT OF APRIL 1, 1982 AF NEW YORK, NEW YORK

THIS ENDORSOMENT IS A TRACKICS TO AND MADE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116

5-26-82 15 REVISED jс

-- ----- BSI 200

IT IS UNDERSTOOD AND AGREED THAT ITEM #5 TOTAL LIMITS OF LIABILITY - ALL UNDERLYING INSURANCE POLICIES IS AMENDED TO READ AS FOLLOWS:

- A) \$58,000,000 CSL EXCESS OF PRIMARY POLICIES AND PART-ICIPANTS ON SCHEDULE WITH THE COMPANY
- B) \$100,000,000 CSL EXCESS OF PRIMARY POLICIES AND PARTICIPANTS ON SCHEDULE WITH THE COMPANY.

THE COTTE THE AME CONSTITUTE SEMANTING APRIL 1, 1982

ALL OTHER TERMS AME CONSTITUTE SEMANT S

MONSANTO COMPANY, ETAL

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116

5-10-82 jc 15

NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME NAMED ASSURED AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, THE AMOUNT AND LIMITS OF LIABILITY, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) AS ARE CONTAINED IN OR AS MAY BE ADDED TO THE FIRST LAYER OF COVER NOTE NO. SD5023 OF VARIOUS COMPANIES.

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS, INC.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASSACHUSETTS

4-21-82 jc 14

SCHEDULE OF UNDERLYING INSURANCES

MONSANTO COMPANY LAYERING

l.	\$	5,000,000	EACH OCCURRENCE/AGGREGATE EXCESS PRIMARY - LONDON
2.	s	13,507,611	EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
3.	\$	1,492,389	EACH OCCURRENCE/AGGREGATE P/O \$15,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$5,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
4.	\$	15,500,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - NATIONAL UNION
5.	\$	9,700,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
6.	\$	2,800,000	EACH OCCURRENCE/AGGREGATE P/O \$28,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$20,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
7.	\$	8,000,000	EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE - LONDON
8.	\$	2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$10,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$48,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
9.	\$	5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22 000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - CAL UNION
10.	\$	2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - INA
11.	\$	4,700,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - LONDON

THE SPECTIVE BATE OF THIS CHARMOUT IN APRIL 1, 1982

ALL DIVER TERMS AND EQUALITIES SCHOOL SPECIAL DIVERSANCES.

Twis thouseasment is a Traduce to and ward a Page of POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON MASSACHISETTS

BOSTON, MASSACHUSETTS 02116 4/8/82 jc 13

MONS 157699



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12.	\$ 5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - TWIN CITY
13.	\$ 3,300,000	EACH OCCURRENCE/AGGREGATE P/O \$22,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$58,000,000 EACH OCCURRENCE/AGGREGATE - MONSURE
14.	\$ 2,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - PROTECTIVE NATIONAL
15.	\$ 3,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - AMERICAN CENTENNIAL
16.	\$ 5,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - HUDSON
17.	\$ 10,000,000	EACH OCCURRENCE/AGGREGATE P/O \$20,000,000 EACH OCCURRENCE/AGGREGATE EXCESS OF \$80,000,000 EACH OCCURRENCE/AGGREGATE - LONDON & MONSURE

PAGE 2 OF 2

POLICY NUMBER TXS 101311

SACCHARIN PRODUCTS EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY WILL NOT APPLY TO LIABILITY ARISING OUT OF THE MANUFACTURE, DISTRIBUTION OR USE OF SACCHARIN PRODUCTS.

THE SPECTIVE DA	THE STATE ENGENEERS TO APRIL 1, 1982	
ALL OTHER TERMS	And Complying Marching Machandad.	
THIS ENDORSEMS	POLICY NUMBER TXS 101311	
ssuco To	MONSANTO COMPANY, ETAL.	
BRORES: ABENT	THOMAS E. SEARS INC. JOHN HANCOCK TOWER	
A 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0 0	200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116	
DATE OF ISSUE	3/24/82 ev mn two. Me. 12	<u></u>
157 1004 - 1018788 18	*** B\$Z 200	

PETROLEUM REFINING EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO LIABILITY ARISING OUT OF PETROLEUM REFINING.

THE EFFECTIVE DATE OF THIS EMBROGRAPHY TO APTIL 1, 1982

ALL GYPER TERRES AND COMPTIONS DESIGNATION UNCHANGED.

THIS EMBRORISH ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASSACHUSETTS 02116

CATE OF 1884E 3/24/82 By MM 2000. MB. 11

1. DEFINITION OF "NAMED INSURED"

A) MONSANTO COMPANY AND/OR SUBSIDIARIES, OWNED AND CON-TROLLED COMPANIES, HELD DIRECTLY OR INDIRECTLY, AS NOW OR HEREAFTER CONSTITUTED; AND ASSOCIATED AND AFF-ILIATED COMPANIES IN WHICH MONSANTO COMPANY HAS AN INTEREST EQUAL TO 50% OR LESS, EITHER DIRECTLY OR IN-DIRECTLY, BUT ONLY TO THE EXTENT OF MONSANTO COMPANY'S INTEREST.

NOTWITHSTANDING THE FOREGOING, THE NAME OF THE ASSURED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE JOINT VENTURE CLAUSE FORMING PART OF THIS POLICY.

- 2. MONSANTO COMPANY IS AUTHORIZED TO ACT IN BEHALF OF ALL INTERESTS INCLUDED AS NAMED ASSUREDS WITH RESPECT TO ALL MATTERS RELATING TO INSURANCE AFFORDED BY THIS INSURANCE, INCLUDING THE GIVING AND RECEIVING OF NOTICE OF CANCELLA-TION, THE PAYING OF PREMIUMS, AND RECEIVING OF RETURN PREMIUMS, IF ANY.
- 3. THE FOLLOWING ARE INCLUDED AS ASSUREDS HEREUNDER:
 - A) "M-E" AND EMERY INDUSTRIES, INC., BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY OR ARISING FROM THE MAINTENANCE AND USE OF THE PREMISES AT NITRO WEST VIRGINIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-EMERY AGREEMENT.
 - B) TOSCO CORPORATION BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT PLANTS JOINTLY OWNED BY MONSANTO COMPANY AND TOSCO CORPORATION AT AVON, CALIFORNIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-TOSCO AGREE-
 - C) CONTINENTAL OIL COMPANY (CONOCO) BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONSTRUCTION, MAINTENANCE, USE OR OPERATION OF THE JOINT VENTURE FACILITIES AT CHOCOLATE BAYOU BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAT THAT SPECIFIED IN THE MONSANTO-CONOCO AGREEMENT.

HE SPIECTIVE BATE OF THIS ENDOSCIONANT IN APRIL 1, 1982 AT NEW YORK, NEW YORK ALL GIRES TERMS AND CONDITIONS STRAIN LINES. THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF

POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CALRENDON STREET BOSTON, MASSACHUSETTS

02116 4-20-82 jc

REVISED ----

IT IS FURTHER AGREED THAT EXCEPTION (7) OF THE BROAD AS PRIMARY RIDER SHALL NOT APPLY TO THIS JOINT VENTURE OPERATIONS, NOR SHALL THE JOINT VENTURE CLAUSE ATTACHED TO THIS POLICY APPLY WITH RESPECT TO THIS JOINT VENTURE.

D) SLAY BULK TERMINALS, INC. IS INCLUDED AS AN ADDITIONAL ASSURED HEREUNDER BUT ONLY WITH RESPECT TO THE LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT BARTON STREET AND SUBJECT TO THE LIMIT OF INSURANCE AS SPECIFIED IN THE BARTON STREET OPERATING AGREEMENTS.

ALL OTHER THREE AND COMMENTAL PRODUCTION OF AND CASE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASS. 4-21-82 jc

10 REVISED

1. DEFINITION OF "NAMED INSURED"

A) MONSANTO COMPANY AND/OR SUBSIDIARIES, @WNED AND CONTROLLED COMPANIES, HELD DIRECTLY OR INDIRECTLY, AS NOW OR HEREAFTER CONSTITUTED; AND ASSOCIATED AND AFFILIATED COMPANIES IN WHICH MONSANTO COMPANY HAS AN INTEREST EQUAL TO 50% OR LESS, EITHER DIRECTLY OR INDIRECTLY, BUT ONLY TO THE EXTENT OF MONSANTO COMPANY'S INTEREST.

NOTWITHSTANDING THE FOREGOING, THE NAME OF THE ASSURED IS SUBJECT TO THE TERMS AND CONDITIONS OF THE JOINT VENTURE CLAUSE FORMING PART OF THIS POLICY.

- 2. MONSANTO COMPANY IS AUTHORIZED TO ACT IN BEHALF OF ALL INTERESTS INCLUDED AS NAMED ASSUREDS WITH RESPECT TO ALL MATTERS RELATING TO INSURANCE AFFORDED BY THIS INSURANCE, INCLUDING THE GIVING AND RECEIVING OF NOTICE OF CANCELLATION, THE PAYING OF PREMIUMS, AND RECEIVING OF RETURN PREMIUMS, IF ANY.
- 3. THE FOLLOWING ARE INCLUDED AS ASSUREDS HEREUNDER:
 - A) "M-E" AND EMERY INDUSTRIES, INC., BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY OR ARISING FROM THE MAINTENANCE AND USE OF THE PREMISES AT NITRO WEST VIRGINIA BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-EMERY AGREEMENT.
 - B) TOSCO CORPORATION BUT ONLY WITH RESPECT TO LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT PLANTS JOINTLY OWNED BY MONSANTO COMPANY AND TOSCO CORPORATION AT AVON, CALIFORNAI BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-TOSCO AGREEMENT.
 - C) CONTINENTAL OIL COMPANY (CONOCO) BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF THE CONSTRUCTION, MAINTENANCE, USE OR OPERATION OF THE JOINT VENTURE FACILITIES AT CHOCOLATE BAYOU BUT NOT FOR ANY LIMIT OF INSURANCE GREATER THAN THAT SPECIFIED IN THE MONSANTO-CONOCO AGREENENT.

CONTINUED ON PAGE 2

THE EFFECTIVE M	TE OF THIS ENGAGEMENT IS APRIL 1, 1982	NEW YORK, NEW YORK
	and Condivions Bouant Unithanges,	
THIS ENDORSEMS	HY IS A TAKENES TO AND MADE A PART OF POLICY NUMBER	TXS 101311
ISBUED TO	MONSANTO COMPANY, ETAL.	
Вернея: Аврит	THOMAS E. SEARS INC. JOHN HANCOCK TOWER	
Agentes	200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116	•
Date of lesue	3/24/82 omn ome. 10 .	67
	BEI 200	

IT IS FURTHER AGREED THAT EXCEPTION (7) OF THE BOARD AS PRIMARY RIDER NOT APPLY TO THIS JOINT VENTURE OPERATIONS, NOR SHALL THE JOINT VENTURE CLAUSE ATTACHED TO THIS POLICY APPLY WITH RESPECT TO THIS JOINT VENTURE.

(D) SLAY BULK TERMINALS, INC. IS INCLUDED AS AN ADDITIONAL ASSURED HEREUNDER BUT ONLY WITH RESPECT TO THE LIABILITY ARISING FROM THE OPERATIONS OF MONSANTO COMPANY AT BARTON STREET AND VICTOR STREET TERMINALS, AND SUBJECT TO THE LIMIT OF INSURANCE AS SPECIFIED IN THE BARTON STREET AND VICTOR STREET OPERATING AGREEMENTS.

PAGE 2 OF 2

APRIL 1, 1982 NEW YORK, NEW YORK
ALL OTHER TERMS AND COMPANIES DESIGNATION POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS INC.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASSACHUSETTS 02116

CATE OF IRRUB 3/24/82 W mm EMB. Mb. 10

IT IS HEREBY AGREED THAT SLAY BULK TERMINALS IS DELETED AS AN ADDITIONAL INSURED ONLY AS RESPECTS THE VICTOR STREET TERMINAL.

	TE OF THIS SHOOMSENSING IS APRIL 1, 1982	NEW YORK, NEW YORK
THIS ENDORSEMENT	TIS ATTACHES TO AND MADE A PART OF POLICY NUMBER	TXS 101311
isauto fo	MONSANTO COMPANY, ETAL.	
TMSOA: BEHORS	THOMAS E. SEARS INC. JOHN HANCOCK TOWER	
A COPI SA	200 CLARENDON STREET	
Date of IBBUE	BOSTON, MASSACHUSETTS 02116 3/24/82 mm 9	•

PROFESSIONAL LIABILITY EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE REDUCED PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO LIABILITY ARISING OUT OF CLAIMS MADE FOR BODILY INJURY. SICKNESS, DISEASE, DISABILITY OR SHOCK INCLUDING DEATH AT ANYTIME RESULTING THEREFROM DUE TO THE RENDERING OF OR FAILURE TO RENDER AND PROFESSIONAL SERVICE.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED, THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311 MONSANTO COMPANY, ETAL. issues To. THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116 施RGAER/AGENT ACCHER 3/24/82 By Mn DATE OF ISSUE --- --- PRINTED IN N & A BSI 200 (72) HONS 157708

APRIL 1, 1982

AT NEW YORK, NEW YORK

PRODUCTS RECALL EXCLUSION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF DAMAGES CLAIMED FOR THE WITHDRAWAL, INSPECTION REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR OF ANY PROPERTY OF WHICH SUCH PRODUCTS OR WORK FORM A PART, IF SUCH PRODUCTS, WORK OR PROPERTY ARE WITH-DRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUS-PECTED DEFECT OR DEFICIENCY THEREIN.

APRIL 1, 1982 NEW YORK, NEW YORK

THIS ENGOGREEMENT IS ATTACHED TO AND WASH A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

THOMAS E. SEARS, INC. JOHN HANCOCK TOWER 200 CLARENDON STREET

BOSTON, MASSCHUSETTS 4-20-82

REVISED

PRODUCTS RECALL EXCLUSION ENDORSEMENT

IT IS HEREBY UNDERSTOOD AND AGREED THAT THIS POLICY SHALL NOT APPLY TO ANY LIABILITY ARISING OUT OF DAMAGES CALIMED FOR THE WITHDRAWAL, INSPECTION REPAIR, REPLACEMENT, OR LOSS OF USE OF THE NAMED INSURED'S PRODUCTS OR WORK COMPLETED BY OR FOR THE NAMED INSURED OR OF ANY PROPERTY OF WHICH SUCH PRODUCTS OR WORK FORM A PART, IF SUCH PRODUCTS, WORK OR PROPERTY ARE WITHDRAWN FROM THE MARKET OR FROM USE BECAUSE OF ANY KNOWN OR SUSPECTED DEFECT OR DEFICIENCY THEREIN.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1982 AT NEW YORK, NEW YORK ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

POLICY NUMBER BY 101311

THIS ENDORSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

KER/AGENT: THOMAS E. SEARS INC. JOHN HANCOCK TOWER

ADDRESS: 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116

DATE OF ISSUE: 3/24/82 BY mm END. No.7

SLP SOBS PRINTED IN U.S.A. BSI 70

EXPLOSION HAZARD EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PEDUCED PREMIUM CHARGED, IT IS AGREED THAT THE INSURANCE AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO PROPERTY DAMAGE LIABILITY ARISING OUT OF EXPLOSION.

"EXPLOSION" MEANS BLASTING OR EXPLOSION OTHER THAN:

- EXPLOSION OF AIR OR STEAM VESSELS, PIPING UNDER PRESSURE, PRIME MOVERS, MACHINERY OR POWER TRANSMITTING EQUIPMENT;
- b) OPERATIONS PERFORMED FOR THE INSURED BY INDEPENDENT CONTRACTORS, OR
- c) LIABILITY INCLUDED WITHIN THE COMPLETED OPERATIONS HAZARD, OR".
- d) LIABILITY INCLUDED WITHIN THE UNDERGROUND PROPERTY DAMAGE HAZARD, OR
- e) LIABILITY ASSUMED BY THE INSURED UNDER CONTRACT.

THE EFFECTIVE DA	TE OF THIS ENDOR	-	APRIL	1, 1982		AT NEW	YORK	NEW	YORK	
ALL OTHER TERMS THIS ENDORSEMEN					NUMBER	TXS 1013	11			
issirm To.	MONSANTO	COMPA	NY, ET	AL.						
KEN/AGENT	THOMAS E.	SEAF	S INC.							
ADDRESS	200 CALRE BOSTON, N	NDON IASSA	STREET HUSETT	s 02116						
DATE OF ISSUE	3/24/82	BY	mri	Exp. Na.	6	Dy				

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IT IS HEREBY UNDERSTOOD AND AGREED THAT THE NOTICE OF CANCELLATION AS STATED IN THE POLICY DECLARATIONS IS AMENDED TO READ SIXTY (60) DAYS IN LIEU OF THIRTY (30) DAYS.

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THE SPECTIVE DATE OF THIS EMPONDEMENT IS APRIL 1, 1982
                                                        .. NEW YORK, NEW YORK
THIS ENGGRACHENT IS ATTACHED TO AND WADE A PART - POLICY NUMBER TXS 101311
            MONSANTO COMPANY, ETAL.
            THOMAS E. SEARS INC. JOHN HANCOCK TOWER
            200 CLARENDON STREET
            BOSTON, MASSACHUSETTS 02116
            3/24/82
...... BSI 200
                                                             MONS
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157712

SEEPAGE & POLLUTION ENDORSEMENT CLAUSE

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

1. SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

THE LEFES : IVE #4	12 AF VIIIS ENDORSEDIENT IN AFRILL I, 1902 AF NEW YORK, INEW YORK	
•	THE ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311	
issues To	MONSANTO COMPANY, ETAL.	
Веонен: Авемт	THOMAS E. SEARS INC. JOHN HANCOCK TOWER	
Adenies	200 CLARENDON STREET	
DATE OF ISSUE	BOSTON, MASSACHUSETTS 02116 3/24/82 mn 4	
(ا 197 0) د 1990 کی	361 200 (86)	

PUNITIVE DAMAGES LIMITATION

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY FOR PUNITIVE OR EXEMPLARY DAMAGES UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

THE SPECTIVE DATE OF THIS ENDOCREMENT IS APRIL 1, 1982

ALL OTHER TERMS AND COMBATIONS REMAIN UNCHANGED.
THIS ENDOCREMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 101311

MONSANTO COMPANY, ETAL.

BROKER/AGENT
THOMAS E. SEARS INC.
JOHN HANCOCK TOWER
200 CLARENDON STREET
BOSTON, MASSACHUSETTS 02116

DATE OF 108UE 3/24/82 BV mn END. MG. 3

EMPLOYEE RETIREMENT AND INCOME SECURITY ACT EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT ABOUT AS A RESULT OF ANY VIOLATION OF ANY RESPONSIBILITIES, OBLIGATIONS OR DUTIES IMPOSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO.

THE EFFECTIVE DATE	OF THIS ENDORSEMENT IS APRIL 1, 1982
AT NEW YORK.	NEW YORK
	ND CONDITIONS REMAIN UNCHANGED. IS ATTACHED TO AND MADE A FART OF: POLICY NUMBER TXS 101311
	MONSANTO COMPANY, ETAL.
BROKER/AGENT:	THOMAS E. SEARS INC.
ADDRESS:	JOHN HANCOCK TOWER 200 CLARENDON STREET
	BOSTON, MASSACHUSETTS 02116
DATE OF ISSUE:	3/24/82 BY: mn END. NO.: 2 - BY:

BSIS - 180 (7/70)

CANCELLATION FOR NON-PAYMENT OF PREMIUM

It is agreed that irrespective of any other terms or conditions contained in this policy or endorsements attached thereto, this policy may be cancelled by the company, or by Baccala & Shoop Insurance Services, in their behalf, for non-payment of any unpaid portion of the premium by delivering to the insured or by sending to the insured by mail, registered or unregistered, at the insured's address as shown herein, not less than ten days written notice stating when the cancellation shall be effective.

All other terms an	d conditions remain unchanged.
The effective date	of this endorsement is: APRIL 1, 1982
This endorsement	is attached to and made a part of Policy No. TXS 101311
Issued To:	MONSANTO COMPANY, ETAL.
Broker/Agent:	THOMAS E. SEARS INC.
Address:	JOHN HANCOCK TOWER 200 CLARENDON STREET BOSTON, MASSACHUSETTS 02116
Date of Issue:	MARCH 24, 1982
END. No:	1
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	Baccala & Shinip Insurance Services

MONS 157716

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Excess Liability Policy

Policy Provisions — Part 1 Form 6202 (TC 4/81)

Twin City Fire Insurance Company
A Member of the Heriford Insurance Group
Hartford Plaza, Hartford, Connecticut 06115

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE COMPANY)

In consideration of the payment of the premium, agrees with the first named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate net loss in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declarations.

Except as otherwise provided by this policy, the insurance afforded herein shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 6 of the declarations.

II INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investigaion, defense or settlement of any claim or suit against the ineured, but the company shall have the right and shall be given the opportunity to associate with the ineured or its underlying insurers, or both, in the opinion of the company, involves or appears reasonably likely to involve the company. If the company avails itself of such right and opportunity, the ineured, its insurers and the company shall cooperate in such matfers so as to effect a final determination thereof. The insured shall not make or agree to any settlement for an amount in excess of underlying insurence without the approval of the company.

Subject to the above provision, coets incurred by the insured shall be come as follows:

- all costs incurred by the insured without the written consent of the company shall be borne by the insured;
- (b) if a claim or suit is settled for not more than the limits of underlying incurance, no coets shall be payable by the company:
- id the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company, if it approves such settlement or consents to the continuation of the proceedings, shall contribute to the coets incurred by the insured in the proportion which the amount of uftimete net loss as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all interests:
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- (e) if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurers elect to appeal such judgment, the duty of obtaining an appeal bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers.

III PERSONS INSURED

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an insured under the terms of the controlling underlying insurance policy, subject to all the limitations upon coverage under such controlling underlying insurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) Insureds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - (i) unless aggregate limits are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or !
 - (ii) if aggregate limits of liability are specifically stated in both Items 4 and 5 of the declarations, the insurance afforded by this policy applies in excess of reduced underlying traurance, provided such reduction in the underlying traurance is solely the result of the payment of claims because of occurrences taking place during the period of this policy.
- (b) If the limits of liability stated in Item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability Shall be the quota share percentage so stated of all ultimate net less to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all ultimate net loss to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimate net-loss as the result of any one occurrence, shall not exceed the limit of liability stated in Item 4 of the declarations as applicable to each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all ultimete net loss because of all occur-

Form 6202 (TC 4/81)

Page 1

policy except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this policy. Failure of the first named insured to comply with the foregoing shall not invalidate this policy but in the event of such failure, the company shall be hable only to the extent that it would have been liable had the first named insured compiled therewith.

The first named insured shall give the company written notice as soon as practicable of any change in the scope of coverage or in the limits of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate limits of any underlying insurance.

3 Notice of Occurrence

Whenever it appears that an occurrence is likely to involve indemnity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available witnesses.

4 Action Against Company

No action shall lie against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the ineured's obligation to pay shall have been finally determined either by judgment against the ineured after actual that or by written agreement of the ineured, the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this policy to the extent of the insurance afforded by this policy. No person or organization shall have the right under this policy to join the company as a party to any action against the insured to determine the insured is liability, nor shall the company be impleaded by the insured or his legal representative. Bankruptcy or insolvency of the insured or of the insured setate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured a rights of recovery therefor against any person or organization, and the insured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied:

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the limit of the company's liability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

lastly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

6. Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any pair of this policy or estop the company from asserting any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a pair of this policy, signed by an authorized representative of the company

7 Assistance and Cooperation of the Insured

The insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurence policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the insured and with respect to which insurence is afforded under this policy or the underlying insurence policies.

renders to which this policy applies shall not exceed the limit of liability stated in item 4 of the declarations as appreciate.

V DEFINITIONS

When used in this policy (including endorsements forming a part hereoft:

"controlling underlying insurance policy" means the insurance policy designated as such in item 6 of the declarations;

"costs" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds, for which the insured is not covered by underlying insurense (excluding, however, (a) all expenses for salared employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer):

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy;

"Insured" meens any person or organization qualifying as an insured in the Persons insured provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability:

"named insured" means the first named insured and any other person or organization named in Item 1 of the declarations of this policy or in an endorsement amending such Item 1;

"occurrence" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations:

"ultimate net foes" means the total of all sums which the insures, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or satisfement, because of an occurrence covered under the terms of the centrolling underlying insurance policy and to which this policy applies; but "ultimate net loes" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs:

"Underlying Insurance" means the primary or excess insurance policies contributing to the total limit stated in Item 5 of the declarations (including any deductible amount, Insurad's participation or self-insured retention beneath any such policy) and includes any renewals or replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert. (2) the insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

Premium

The premium for this policy shall be as stated in Item 3 of the declarations and be payable by the first named Insured.

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 of the declarations shall be maintained in full effect during the currency of this

Ferm \$202 (TC 4/81)

Page 2

8 Cancellation

This policy may be cancelled by the first named insured by surrender thereof to the company or any of its authorized agents or by mailing to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by mailing to the first named insured at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The mailing of notice as aforesaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the first named insured or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables but the company shall nevertheless be entitled to retain as earned premium any minimum premium stated in item 3 of the declarations if the company cancels, earned premium shall be computed pro rata. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9. Declarations

By acceptance of this policy the **first named insured** agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the irruin of such representations and that this policy embodies all agreements existing between the **first named** insured and the company or any of its agents relating to this insurance.

In Witness Whereof, the company has caused this policy to be signed by its President and a Secretary but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company.

charl hill

Form 6202 (TC 4/81)
Printed in U.S.A. (NS)

Page 3

IT IS AGREED THAT ITEM #6 OF THE POLICY DECLARATION PAGE IS AMENDED TO READ AS FOLLOWS:

LLOYDS OF LONDON

AFRIL 1, 1983 AT NEW YORK, NEW YORK

THIS ENDORSEMENT IS A PTACHES TO AND MADE A PART OF POLICY #TXS 102812

MONSANTO COMPANY, ETAL

JOHN HANCOCK TOWER

200 CLARENDON STREET

BOSTON, MASS. 02116 5-10-83 By JS EMB. MB.

----- PST 200

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

THE INSURANCE AFFORDED UNDER ANY LIABILITY COVERAGE OF THIS POLICY DOES NO APPLY:

- I. UNDER ANY LIABILITY COVERAGE, TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION
 - (a) WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY: OR
 - (b) RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIA AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THERE OR (2) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOR INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOR WITH ANY PERSON OR ORGANIZATION.
- UNDER ANY MEDICAL PAYMENTS COVERAGE, OR UNDER ANY SUPPLEMENTARY
 PAYMENTS PROVISION RELATING TO IMMEDIATE MEDICAL OR SURGICAL REL:
 TO EXPENSES INCURRED WITH RESPECT TO BODILY INJURY, SICKNESS,
 DISEASE OR DEATH RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCL:
 MATERIAL AND ARISING OUT OF THE OPERATION OF A NUCLEAR FACILITY
 ANY PERSON OR ORGANIZATION.
- III. UNDER ANY LIABILITY COVERAGE, TO INJURY, SICKNESS, DISEASE, DEAT. OR DESTRUCTION RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEA: MATERIAL, IF
 - (a) THE NUCLEAR MATERIAL (1) IS AT ANY NUCLEAR FACILITY OWNED OR OPERATED BY OR ON BEHALF OF, AN INSURED OR (2) HAS BEEN DISCHARGED OR DISPERSED THEREFROM;
 - (b) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE;
 ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRA:
 ED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR
 - (c) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISE OF THE FURNISHING BY AN INSURED OF SERVICES, MATERIALS, P OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTIO MAINTENANCE, OPERATION OR USE OF ANY NUCLEAR FACILITY, BU

THE EFFECTIVE DATE OF THIS ENDORSCHENT IS APRIL 1, 1983 AT NEW YORK, NEW YORK ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

THIS EMPERSEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 102912

MONSANTO CO., ETAL

THOMAS E. SEARS INC.
JOHN HANCOCK TOWER

200 CLARENDON ST.

BOSTON, MA. 02116

MONS 158263

CONFIDENTIAL BUSINESS INFORMATION

PAGE 1 OF 2

NUCLEAR INCIDENT EXCLUSION CLAUSE CON'T

SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (c) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

IV. AS USED IN THIS ENDORSEMENT:

"HAZARDOUS PROPERTIES" INCLUDE RADIOACTIVE, TOXIC OR EXPLOSIVE PROPERTIES; "NUCLEAR MATERIAL" MEANS SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL; "SOURCE MATERIAL", "SPECIAL NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" HAVE THE MEANINGS. GIVEN THEM IN THE ATOMIC ENERGY ACT OF 1954 OR IN ANY LAW AMENDATORY THEREOF; "SPENT FUEL" MEANS ANY FUEL ELEMENT OR FUEL COMPONENT, SOLID OR LIQUID, WHICH HAS BEEN USED OR EXPOSED TO RADIATION IN A NUCLEAR REACTOR; "WASTE" MEANS ANY WASTE MATERIAL (1) CONTAINING BYPRODUCT MATERIAL AND (2) RESULTING FROM THE OPERATION BY ANY PERSON OR ORGANIZATION OF ANY NUCLEAR FACILITY INCLUDED WITHIN THE DEFINITION OF NUCLEAR FACILITY UNDER PARAGRAPH (2) OR (b) THEREOF; "NUCLEAR FACILITY" MEANS

- (a) ANY NUCLEAR REACTOR.
- (b) ANY EQUIPMENT OR DEVICE DESIGNED OR USED FOR (1) SEPARATING THE ISOTOPES OF URANIUM OF PLUTONIUM, (2) PROCESSING OR UTILIZING SPENT FUEL, OR (3) HANDLING, PROCESSING OR PACKAGING WASTE.
- (c) ANY EQUIPMENT OR DEVICE USED FOR THE PROCESSING, FABRICATING OR ALLOYING OF SPECIAL NUCLEAR MATERIAL IF AT ANY TIME THE TOTAL AMOUNT OF SUCH MATERIAL IN THE CUSTODY OF THE INSURED AT THE FREMISES WHERE SUCH EQUIPMENT OR DEVICE IS LOCATED CONSISTS OF OR CONTAINS MORE THAN 25 GRAMS OF PLUTONIUM OR URANIUM 233 OR ANY COMBINATION THEREOF, OR MORE THAN 250 GRAMS OF URANIUM 235,
- (d) ANY STRUCTURE, BASIN, EXCAVATION, PREMISES OR PLACE PREPARED OR USED FOR THE STORAGE OR DISPOSAL OF WASTE, AND INCLUDES THE SITE ON WHICH ANY OF THE FOREGOING IS LOCATED, ALL OPERATIONS CONDUCTED ON SUCH SITE AND ALL PREMISES USED FOR SUCH OPERATIONS; "NUCLEAR REACTOR" MEANS ANY APPARATUS DESIGNED OR USED TO SUSTAIN NUCLEAR FISSION IN A SELFSUPPORTING CHAIN REACTION OR TO CONTAIN A CRITICAL MASS OF FISSIONABLE MATERIAL.

WITH RESPECT TO INJURY TO OR DESTRUCTION OF PROPERTY, THE WORD "INJURY" OR "DESTRUCTION" INCLUDES ALL FORMS OF RADIOACTIVE CONTAMINATION OF PROPERTY.

PAGE 2 OF 2

THE SPITETIVE BAYE OF THIS ENGENEERS TO AND MADE A PART OF POLICY NUMBER TXS 102812

MONSANTO CO., ETAL

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

200 CLARENDON ST. BOSTON, MA. 02116

Date of locus 3-30-83 kg Emp. Ms

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EMPLOYEE RETIREMENT AND INCOME SECURITY ACT EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT ABOUT AS A RESULT OF ANY VIOLATION OF ANY RESPONSIBILITIES, OBLIGATIONS OR DUTIES IMPOSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO.

APRIL 1, 1983

NEW YORK, NEW YORK

ALL STHER TERMS AND COMOTTONS SOMAIN UNCHANTED.

THIS ENGENEEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 102812

MONSANTO CO., ETAL

Escues/AGENT

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

L MART 60

200 CLARENDON ST.

D414 07 1584E

BOSTON, MA. 02116 3-30-83 kc

Eng. No.

PUNITIVE DAMAGES FOLLOWING FORM

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY FOR PUNITIVE OR EXEMPLARY DAMAGES, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

TELLUS BATE DO THIS EMBERGEMENT IN APRIL 1, 1983 AT NEW YORK, NEW YORK

THIS ENGOGRAPHEN IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 102812

MONSANTO CO., ETAL

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER
200 CLARENDON ST.
BOSTON MA 02116

BOSTÓN, MA. 02116 3-30-83 kc

BSIS P-11FF

SEEPAGE & POLLUTION ENDORSEMENT CLAUSE

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

THE SPECTIVE BATE OF THIS ENGENEERS THE APRIL 1, 1983 NEW YORK, NEW YORK POLICY NUMBER TXS 102812 MONSANTO CO., ETAL THOMAS E. SEARS INC. JOHN HANCOCK TOWER 200 CLARENDON ST. BOSTON, MA. 02116 3-30-83 BSIS-S-8 158267

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANY, OR BY BACCALA & SHOOP INSURANCE SERVICES, IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

APRIL 1, 1983

NEW YORK, NEW YORK

PARTACHES TO AND MARK & PROFEST DOT TOV NYIMBED 1740

POLICY NUMBER TXS 102812

MONSANTO CO., ETAL

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER 200 CLARENDON ST.

BOSTON, MA 02116

3-30-83 kc

completes the below numbered Excess Liability Policy	gram prakt (,) rykiss i w waway diriw diris wiliwwakishiki na nakabi sa nariss a para wiki kung Ny
win City Fire Incurance Cottopany A Marker of the Norther Incurance Group Hartford Plaza, Hartford, Connecticul 08115	
	<u></u>
The Hosungs shall be the Company as designated herein by Co. Code:	7 POLICY NO. TXS 103581
ECLARATIONS TXS 102	
Print Harned Incurred and Address	800 NORTH LINDBERGH BLVD. ST. LOUIS, MISSOURI 63167
Policy Period:	Prom 4-1-84 To 4-1-85
Products's Name and Address 07082	ide 12:01 A.M., standard time at the address of the first mained lineared stated herein.
THOMAS E. SEARS INC. TOWN HANCOCK TOWER 200 CLARENDON ST.	
_BOSTON, MASS. 02116	
President: \$10,125.00 which is XII Flet Chen	ge, Policy Period
☐ Adjustable	p. Per Premium Computation Endorsement
Minimum Premium 6 Not subject to	adjustment in the event of cancellation.
Limits of Liability	
	aubject to all the terms of the policy relating thereto, be as follows:
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\$1,000,000 EACH OCCURRENCE/AGG \$42,000,000 EACH OCCURRENCE/AGG	GREGATE WHERE APPLICABLE PART OF GREGATE WHERE APPLICABLE
i. Total Limits of Liability — All Underlying Insurance Pu	Tolog
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•	
	THOMAS E SEARS INC.
	INSURANCE - REINSURANCE
	JOHN MAMENT TO WENT
	BOSTON, MASS. OSTIG
Congrelling Underlying Insurance Policy	
This policy shall follow the terms, conditions, definitions and leaved by LLOYDS OF LONDO	
. Form mumbers of endorsements forming part of this po	olloy at leave:
SEE UNIV. 2 ATTACHED	1
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BES (TC A/ST)Primed in U.S.A. (NS)	Course Square by
	Authoriti Admi

Excess Liability Policy

Policy Provisions Form 6202 (TC 4/81)

> Twin City Fire Insurance Company
> A Member of the Hartford Insurance Group Hartford Plaza, Hartford, Connecticut 06115

THE COMPANY DESIGNATED ON THE DECLARATIONS PAGE AS THE INSURER (A STOCK INSURANCE COMPANY, HEREIN CALLED THE

In consideration of the payment of the premium, agrees with the first III PERSONS INSURED named insured as follows:

I INSURING AGREEMENT

The company will indemnify the insured for ultimate not less in excess of underlying insurance stated in Item 5 of the declarations, but not in excess of the company's limits of liability stated in Item 4 of the declara-

Except as otherwise provided by this policy, the insurance afforded heren shall follow all the terms, conditions, definitions and exclusions of the controlling underlying insurance policy designated in Item 8 of the declarations.

H INVESTIGATION, DEFENSE, SETTLEMENT

The company shall not be obligated to assume charge of the investiga-tion, defense or settlement of any claim or suc against the insured, but the company shall have the right and shall be given the opportunity to associate with the lineured or its underlying maurers, or both, in the investigation, defense or settlement of any claim or suit which, in the operating of the company avails itself of such right and opportunity, the insured, its insurers and the company shall cooperate in such mat-ters so as to effect a final determination insered. The insured shall not make or agree to any settlement for an amount in excess of underlying insurance without the approval of the company.

Subject to the above provision, ocets incurred by the insured shall be borne as follows:

- (a) all conta incurred by the indured without the written consent of the company shall be borne by the incurred;
- (b) if a claim or suit is settled for not more than the limits of unitaritying incurarise, no easts shall be psychic by the
- (c) if the sum for which a claim or suit is settled exceeds the limits of underlying insurance, then the company. If it approves such settlement or consents to the continuation of the proceedings, shall contribute to the coefs incurred by the tineured in the proportion which the amount of utilimate net lose as finally determined to be payable by the company bears to the total amount paid on such claim or suit by all presents.
- (d) if the insured elects not to appeal a judgment in excess of the limits of underlying insurance, the company may elect to conduct such appeal at its cost and expense, and shall be liable for the taxable costs and disbursements and interest incidental thereto, but in no event shall the total liability of the company exceed the limits of liability as stated in this policy, plus the cost and expense of such appeal;
- if a judgment is rendered in excess of the limits of underlying insurance and the company is willing to contribute thereto but the underlying insurance elect to appear such judgment, the duty of bottaining an appear bond with respect to liability in excess of the limits of underlying insurance shall be that of the insured and its underlying insurers

Each of the following is an insured under this policy to the extent set forth below:

- (a) any named insured, and
- (b) any person or organization which is an ineured under the terms of the controlling underlying ineurance policy, subject to all the limitations upon coverage under such controlling underlying ineurance policy other than the limits thereof.

IV LIMITS OF LIABILITY

Regardless of the number of (1) insulateds under this policy, (2) persons or organizations who sustain injury or damage or (3) claims made or suits brought, the company's liability is limited as follows:

- (a) The limits of the company's liability under this policy apply only after the underlying insurers have paid or have been held legally liable to pay the full amount of their respective limits of liability which makes up the total stated in Item 5 of the declarations; provided that:
 - unless aggregate limits are specifically stated in both items 4 and 5 of the declarations, the insurance afforded by this policy applies with respect to each occurrence only for limits of liability in excess of the amounts afforded for each occurrence in the underlying insurance, and does not apply over any reduced amount of underlying insurance in the event of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance or its specific contents of the exhaustion or reduction of aggregate limits of liability, if any, in the underlying insurance; or
 - (ii) if aggregate limits of liability are specifically stated in both items 4 and 5 of the declarations, the insur-ance afforded by this policy applies in excess of reduced underlying insurance, provided such reduction in the underlying insurance is solely the result of the payment of claims because of occur-rences taking place during the period of this policy.
- (b) If the limits of liability stated in item 4 of the declarations are on a "Quota Share Basis", the limits of the company's liability shall be the quota share percentage so stated of all ultimate that foes to which this policy spokes which is in excess of underlying lineurance, up to the limits so stated.
- (c) If the limits of liability stated in Item 4 of the declarations are on a "Full Limits Basis", the limits of the company's liability shall be the amount of all withmester not lose to which this policy applies which is in excess of underlying insurance, up to the limits so stated.
- (d) Subject to provisions (a), (b) and (c) above, the total habity of the company for all witimate hat loss as the result of any one occurrence, shall not exceed the limit of liability stated in item 4 of the declarations as applicable to each occurrence".
- (e) Subject to provisions (a), (b) and (c) above, the total liability of the company for all utilimate net loss because of all occur-

Form 6202 (TC 4/81)

Page .

colice except for the reduction of any aggregate limits contained therein solely by payment of claims with respect to occurrences taking place during the period of this possey. Failure of the first named insured to comply with the foregoing shall not invalidate this policy dut in the event of such failure the company shall be liable only to the extent that it would have been liable had the first named insured complied therewith.

The first named insured snail give the company written notice at soon as practicable of any change in the scope of coverage or in the irms of any underlying insurance, and of the termination of any coverage or of reduction or exhaustion of aggregate irms of any underlying insurance.

3 Notice of Occurrence

Whenever if appears that an occurrence is likely to involve indeminity under this policy, written notice thereof shall be given to the company or any of its authorized agents as soon as practicable. Such notice shall contain particulars sufficient to identify the Insured and also reasonably obtainable information respecting the time, place and circumstances of the occurrence, the names and addresses of the injured and of available winesses.

4 Action Against Company

No action shall be against the company unless, as a condition precedent thereto, there shall have been full compliance with all the terms of this policy, nor until the amount of the Insured's obligation to pay shall have been finally determined either by judgment against the insured after actual trial or by written agreement of the Insured, the claimant and the company

Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover under this pokey to the extent of the insurance afforded by this pokey. No person or organization shall have the right under this pokey, No person or organization shall have the insured to determine the Insured's liability, nor shall the company be impleaded by the Insured or his legal representative. Bankruptcy or insolvency of the Insured or of the Insured's estate shall not relieve the company of any of its obligations hereunder.

5. Subrogation

In the event of any payment under this policy, the company shall participate with the insured and any underlying insurer in the exercise of all the insured's rights of recovery theretor against any person of organization, and the Masured shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The insured shall do nothing after loss to prejudice such rights.

Recoveries shall be applied

first, to reimburse any interest (including the insured) that may have paid any amount with respect to liability in excess of the kimit of the company's kability hereunder:

then, to reimburse the company up to the amount paid hereunder, along with any other insurers having a quota share interest at the same level; and

(astly, to reimburse such interests (including the insured), with respect to which this insurance is excess, as are entitled to claim the residue, if any;

but a different apportionment may be made to effect settlement of a claim by agreement signed by all interests. Reasonable expenses incurred in the exercise of rights of recovery shall be apportioned among all interests in the ratio of their respective losses for which recovery is sought.

Changes

Changes

Notice to any agent or knowledge possessed by any agent or any other person shall not effect a waiver or a change in any part of this policy or estop the company from asserting any rights under the terms of this policy with respects to any requirement as to underlying insurance; nor shall the terms of this policy be waived or changed, except by endorsement issued to form a part of this policy, signed by an authorized representative of the company

7 Assistance and Cooperation of the insured

The Insured shall cooperate with the company and with the underlying insurers as required by the terms of the controlling underlying insurerce policy and comply with all the terms and conditions thereof, and shall enforce any right of contribution or indemnity against any person or organization who may be liable to the Insured and with respect to which insurance is afforded under this power or the underlying Insurance powers.

rences to which this policy applies shall not exceed the limit of mability stated in Item 4 of the declarations as aggregate

V DEFINITIONS

When used in this policy (including endorsements forming a part hereof)

"dontrolling underlying insurance policy" means the insurance policy designated as such in Item 5 of the declarations:

"boets" means interest on judgments, and investigation, adjustment and legal expenses including taxed court costs and premiums on bonds for which the insured is not covered by tendertying insurence (excluding, however, (a) all expenses for salaried employees and counsel on general retainer, (b) all office expenses of the insured, and (c) regular fees paid to counsel on general retainer.

"first named insured" means the person or organization first named in Item 1 of the declarations of this policy:

"Insured" means any person or organization qualifying as an insured in the Persons Insured" provision of this policy. The insurance afforded applies separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the company's liability:

"named insured" means the first named insured and any other paraon or organization named in Item 1 of the declarations of this pokey or in an endorsement amending such Item 1;

"begurrance" means an accident or occurrence as defined in and covered by the controlling underlying insurance policy designated in the declarations;

"ultimete net loss" means the total of all sums which the Insured, or any organization as its insurer, or both, shall become legally obligated to pay, whether by reason or adjudication or settlement, because of an occurrence covered under the terms of the controlling underlying insurance policy and to which this pokey applies: but "ultimete net lose" shall not include (a) the amount of any recoveries, salvages or other insurance (other than underlying insurance or insurance written specifically to apply in excess of this policy), whether collectible or not, or (b) costs;

"underlying insurence" means the primary or excess insurance policies contributing to the total limit stated in ltem 5 of the declarations (including any deductible amount, insured's participation or self-insured retartion beneath any such policy) and includes any renewals of replacements thereof. The limits of such policies shall be deemed to be applicable regardless of (1) any defense which the underlying insurer may assert. (2) the Insured's failure to comply with any condition of any such policy or (3) the insolvency of the underlying insurer.

CONDITIONS

1 Fremium

The premium for this policy shall be as stated in Item 3 of the deciarations and be payable by the first named insured,

2 Maintenance of Underlying Insurance

Policies affording in total the limits stated in Item 5 or the declarations strair be maintained in full effect during the currency of this

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Page 2

8 Cancellation

This policy may be cancelled by the **first named insured** by surrender thereof to the company or any of its authorized agents or by maining to the company written notice starting when thereafter the cancellation shall be effective. This policy may be cancelled by the company by making to the **first named insured** at the address shown in this policy written notice stating when thereafter, not less than the number of days stated in Item 2 of the declarations, such cancellation shall be effective. The making of notice as alloresaid shall be sufficient proof of notice. The time of the surrender or the effective date and hour of cancellation stated in the notice shall become the end of the policy period. Delivery of such written notice either by the **first named insured** or by the company shall be equivalent to mailing.

If the first named insured cancels, earned premium shall be

computed in accordance with the customary short rate tables, but the company shall nevertheress be entitled to retain as earned premium any minimum premium stated in them 3 or the declarations if the company cancels earned premium snain be computed pro-rate. Premium adjustment may be made either at the time cancellation is effected or as soon as practicable after cancellation becomes effective, but payment or tender of unearned premium is not a condition of cancellation.

9 Declarations

By acceptance of this policy the first named insured agrees that the statements in the declarations are its agreements and representations, that this policy is issued in reliance upon the truth of such representations and that this policy embodies all agreements existing between the first named insured and the company or any of its agents relating to this insurance.

In writness Whereof the company has caused this policy to be signed by its President and a Secretary but the same shall not be binding unless countersigned on the declarations page by a duly authorized agent of the company

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Form 6202 (TC 4 81

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FOLLOWING FORM RIDER

IN CONSIDERATION OF THE PREMIUM CHARGED IT IS AGREED THAT EXCEPT AS OTHERWISE SPECIFICALLY AMENDED BY ENDORSEMENT ATTACHED HERETO, IT IS UNDERSTOOD AND AGREED THAT THIS INSURANCE COVERS THE SAME INSUREDS AND IS SUBJECT TO THE SAME TERMS, DEFINITIONS, EXCLUSIONS AND CONDITIONS (EXCEPT AS REGARDS THE PREMIUM, AND THE AMOUNT AND LIMITS OF LIABILITY AS ARE CONTAINED IN THE UNDERLYING UMBRELLA LIABILITY POLICY OR RENEWALS THEREOF WRITTEN BY THE UNDERWRITERS AT LLOYDS OF LONDON AND VARIOUS COMPANIES.

ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

THE EFFECTIVE DATE OF THIS ENDORSEMENT IS APRIL 1, 1984

THIS ENDORSEMENT IS ATTACHED TO AND MADE PART OF TXS 103581

ISSUED TO:

MONSANTO COMPANY

BY TWIN CITY FIRE INSURANCE COMPA

BROKER/AGENT:

THOMAS E. SEARS INC. JOHN HANCOCK TOWER

200 CLARENDON ST. BOSTON, MA. 02116

DATE PREPARED: 5-14-84

NUORSEMENT NUMBER: 7

MONS 158875

BSIS-UMIT:-1

NUCLEAR INCIDENT EXCLUSION CLAUSE - LIABILITY - DIRECT (BROAD)

THE INSURANCE AFFORDED UNDER ANY LIABILITY COVERAGE OF THIS POLICY DOES NOT LPPLY:

UNDER ANY LIABILITY COVERAGE, TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION

- (a) WITH RESPECT TO WHICH AN INSURED UNDER THE POLICY IS ALSO AN INSURED UNDER A NUCLEAR ENERGY LIABILITY POLICY ISSUED BY NUCLEAR ENERGY LIABILITY INSURANCE ASSOCIATION, MUTUAL ATOMIC ENERGY LIABILITY UNDERWRITERS OR NUCLEAR INSURANCE ASSOCIATION OF CANADA, OR WOULD BE AN INSURED UNDER ANY SUCH POLICY BUT FOR ITS TERMINATION UPON EXHAUSTION OF ITS LIMIT OF LIABILITY; OR
- (b) RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL AND WITH RESPECT TO WHICH (1) ANY PERSON OR ORGANIZATION IS REQUIRED TO MAINTAIN FINANCIAL PROTECTION PURSUANT TO THE ATOMIC ENERGY ACT OF 1954, OR ANY LAW AMENDATORY THEREOF, OR (2) THE INSURED IS, OR HAD THIS POLICY NOT BEEN ISSUED WOULD BE, ENTITLED TO INDEMNITY FROM THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, UNDER ANY AGREEMENT ENTERED INTO BY THE UNITED STATES OF AMERICA, OR ANY AGENCY THEREOF, WITH ANY PERSON OR ORGANIZATION.
- UNDER ANY MEDICAL PAYMENTS COVERAGE, OR UNDER ANY SUPPLEMENTARY
 PAYMENTS PROVISION RELATING TO IMMEDIATE MEDICAL OR SURGICAL RELIEF,
 TO EXPENSES INCURRED WITH RESPECT TO BODILY INJURY, SICKNESS,
 DISEASE OR DEATH RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR
 MATERIAL AND ARISING OUT OF THE OPERATION OF A NUCLEAR FACILITY BY
 ANY PERSON OR ORGANIZATION.
- III. UNDER ANY LIABILITY COVERAGE, TO INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION RESULTING FROM THE HAZARDOUS PROPERTIES OF NUCLEAR MATERIAL, IF
 - (a) THE NUCLEAR MATERIAL (1) IS AT ANY NUCLEAR FACILITY OWNED BY, OR OPERATED BY OR ON BEHALF OF, AN INSURED OR (2) HAS BEEN DISCHARGED OR DISPERSED THEREFROM;
 - (b) THE NUCLEAR MATERIAL IS CONTAINED IN SPENT FUEL OR WASTE AT ANY TIME POSSESSED, HANDLED, USED, PROCESSED, STORED, TRANSPO: ED OR DISPOSED OF BY OR ON BEHALF OF AN INSURED; OR
 - (c) THE INJURY, SICKNESS, DISEASE, DEATH OR DESTRUCTION ARISES OUT OF THE FURNISHING BY AN INSURED OF SERVICES, MATERIALS, PARTS OR EQUIPMENT IN CONNECTION WITH THE PLANNING, CONSTRUCTION, MAINTENANCE, OPERATION OR USE OF ANY NUCLEAR FACILITY, BUT IF

PAGE 1 OF 2
OTHER TERMS AND CONSISSIONE REMAIN UNCHANGES.

BENDORGEMENT IS ATTACHED TO AND MADE A PART OF POLICY NUMBER TXS 103581

MONSANTO COMPANY

HER/AGENT THOMAS E SEARS INC.

JOHN HANCOCK TOWER 200 CLARENDON ST.

BOSTON, MA. 02116

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NICIFAR INCIDENT EXCLUSION CLAUSE CON'T

SUCH FACILITY IS LOCATED WITHIN THE UNITED STATES OF AMERICA, ITS TERRITORIES OR POSSESSIONS OR CANADA, THIS EXCLUSION (c) APPLIES ONLY TO INJURY TO OR DESTRUCTION OF PROPERTY AT SUCH NUCLEAR FACILITY.

AS USED IN THIS ENDORSEMENT: IV.

"HAZARDOUS PROPERTIES" INCLUDE RADIOACTIVE, TOXIC OR EXPLOSIVE PROP-ERTIES: "NUCLEAR MATERIAL" MEANS SOURCE MATERIAL, SPECIAL NUCLEAR MATERIAL OR BYPRODUCT MATERIAL; "SOURCE MATERIAL" "SPECIAL NUCLEAR MATERIAL", AND "BYPRODUCT MATERIAL" HAVE THE MEANINGS. GIVEN THEM IN THE ATOMIC ENERGY ACT OF 1954 OR IN ANY LAW AMENDATORY THEREOF; "SPENT FUEL" MEANS ANY FUEL ELEMENT OR FUEL COMPONENT, SOLID OR LIQUID, WHICH HAS BEEN USED OR EXPOSED TO RADIATION IN A NUCLEAR REACTOR: "WASTE" MEANS ANY WASTE MATERIAL (1) CONTAINING BYPRODUCT MATERIAL AND (2) RESULTING FROM THE OPERATION BY ANY PERSON OR ORGANIZATION OF ANY NUCLEAR FACILITY INCLUDED WITHIN THE DEFINITION OF NUCLEAR FACILITY UNDER PARAGRAPH (a) OR (b) THEREOF; "NUCLEAR FACILITY" MEANS

- ANY NUCLEAR REACTOR.
- (a) (b) ANY EQUIPMENT OR DEVICE DESIGNED OR USED FOR (1) SEPARATING THE ISOTOPES OF URANIUM OF PLUTONIUM, (2) PROCESSING OR UTILIZING SPENT FUEL, OR (3) HANDLING, PROCESSING OR PACKAGING WASTE,
- ANY EQUIPMENT OR DEVICE USED FOR THE PROCESSING, FABRICATING (c) OR ALLOYING OF SPECIAL NUCLEAR MATERIAL IF AT ANY TIME THE TOTAL AMOUNT OF SUCH MATERIAL IN THE CUSTODY OF THE INSURED AT THE PREMISES WHERE SUCH EQUIPMENT OR DEVICE IS LOCATED CONSISTS OF OR CONTAINS MORE THAN 25 GRAMS OF PLUTONIUM OR URANIUM 233 OR ANY COMBINATION THEREOF, OR MORE THAN 250 GRAM OF URANIUM 235,
- (**a**) ANY STRUCTURE, BASIN, EXCAVATION, PREMISES OR PLACE PREPARED OR USED FOR THE STORAGE OR DISPOSAL OF WASTE, AND INCLUDES THE SITE ON WHICH ANY OF THE FOREGOING IS LOCATED, ALL OPERATIONS CONDUCTED ON SUCH SITE AND ALL PREMISES USED FOR SUCH OPERATIONS; "NUCLEAR REACTOR" MEANS ANY APPARATUS DESIGNED OR USED TO SUSTAIN NUCLEAR FISSION IN A SELF-SUPPORTING CHAIN REACTION OR TO CONTAIN A CRITICAL MASS OF FISSIONABLE MATERIAL.

WITH RESPECT TO INJURY TO OR DESTRUCTION OF PROPERTY, THE WORD "INJURY" OR "DESTRUCTION" INCLUDES ALL FORMS OF RADIOACTIVE CONTAMINATION OF PROPERTY.

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popto 70	MONSANTO COMPANY	
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ADDP100	BOSTON, MA. 02116	#
Date of lease	4-13-84 × kc and to 6	1

SEEPAGE & POLLUTION ENDORSEMENT CLAUSE

THIS POLICY SHALL NOT APPLY TO PERSONAL INJURY OR PROPERTY DAMAGE ARISING OUT OF THE DISCHARGE, DISPERSAL, RELEASE OR ESCAPE OF:

1. SMOKE, VAPORS, SOOT, FUMES, ACIDS, ALKALIS, TOXIC CHEMICALS, LIQUIDS OR GASES, WASTE MATERIALS OR OTHER IRRITANTS, CONTAMINANTS OR POLLUTANTS INTO OR UPON LAND, THE ATMOSPHERE OR ANY WATERCOURSE OR BODY OF WATER; BUT THIS EXCLUSION DOES NOT APPLY IF SUCH DISCHARGE, DISPERSAL, RELEASE OR ESCAPE IS SUDDEN AND ACCIDENTAL.

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER 200 CLARENDON ST.

BOSTON, MA. 02116

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PUNITIVE DAMAGES FOLLOWING FORM

IT IS AGREED THAT THIS POLICY DOES NOT APPLY TO LIABILITY FOR PUNITIVE OR EXEMPLARY DAMAGES, UNLESS SUCH LIABILITY IS COVERED BY VALID AND COLLECTIBLE UNDERLYING INSURANCE AS LISTED IN THE SCHEDULE OF UNDERLYING INSURANCE, FOR THE FULL LIMIT SHOWN THEREIN, AND THEN ONLY FOR SUCH HAZARDS FOR WHICH COVERAGE IS AFFORDED UNDER SAID UNDERLYING INSURANCE.

THE SPIRETURE BATE OF THIS STREETHER TO A PRIL 1, 1984 AT NEW YORK, NEW YORK ALL OTHER TERMS AND EQUIPMENT TO AND MADE A PORT OF POLICY NUMBER TXS 103581

MONSANTO COMPANY

THOMAS E SEARS INC.

JOHN HANCOCK TOWER 200 CLARENDON ST. BOSTON, MA. 02116

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BSIS P-11FF

EMPLOYEE RETIREMENT AND INCOME SECURITY ACT EXCLUSION ENDORSEMENT

IN CONSIDERATION OF THE PREMIUM CHARGED, SUCH INSURANCE AS IS AFFORDED BY THIS POLICY SHALL NOT APPLY WITH RESPECT TO ANY CLAIM OR CLAIMS BROUGHT ABOUT AS A RESULT OF ANY VIOLATION OF ANY RESPONSIBILITIES, OBLIGATIONS OR DUTIES IMPOSED UPON FIDUCIARIES BY THE EMPLOYEE RETIREMENT AND INCOME SECURITY ACT OF 1974 OR AMENDMENTS THERETO.

THE SPREETING DATE OF THIS STREETS TO AND MADE A PART OF POLICY NUMBER TXS 103581

MONSANTO COMPANY

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER 200 CLARENDON ST.

BOSTON, MA. 02116

4-13-84 by kc see. No.

CANCELLATION FOR NON-PAYMENT OF PREMIUM

IT IS AGREED THAT IRRESPECTIVE OF ANY OTHER TERMS OR CONDITIONS CONTAINED IN THIS POLICY OR ENDORSEMENTS ATTACHED THERETO, THIS POLICY MAY BE CANCELLED BY THE COMPANT, OR BY BACCALA & SHOOP INSURANCE SERVICES, IN THEIR BEHALF, FOR NON-PAYMENT OF ANY UNPAID PORTION OF THE PREMIUM BY DELIVERING TO THE INSURED OR BY SENDING TO THE INSURED BY MAIL, REGISTERED OR UNREGISTERED, AT THE INSURED'S ADDRESS AS SHOWN HEREIN, NOT LESS THAN TEN DAYS WRITTEN NOTICE STATING WHEN THE CANCELLATION SHALL BE EFFECTIVE.

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MONSANTO COMPANY

THOMAS E. SEARS INC.

JOHN HANCOCK TOWER

BOSTON, MA. 02116

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200 CLARENDON ST

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INCLUDED ENDORSEMENTS AT ISSUANCE

THIS POLICY AT ISSUANCE INCLUDES ENDORSEMENTS NUMBERED 1 THROUGH $__6$, BSIS FORM NUMBERS:

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1. BSIS UNIV. - 2
2. BSIS C 2
3. BSIS E 3
4. BSIS P 11FF
5. BSIS S 8
6. BSIS N 5
7.
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12.
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MONSANTO COMPANY

THOMAS.E. SEARS INC.
JOHN HANCOCK TOWER 200 CLARENDON ST.
BOSTON, MA. 02116

4-13-84

*** KC *** Mar. 1
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